THE HON'BLE MR JUSTICE K.C. BHANU

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WRIT PETITION NO : 13733 of 2004

DATED: 26.09.2005

Between:

Dharmakar Ramachander, S/o. Late Durgaji,
R/o. 2-2-9/A, Bara Imam, Medak -502 110.

..... PETITIONER

AND

Office of the Divisional Co-operative Officer,

Golconda Division, Hyderabad-I,
Rep. by its Divisional Co-operative Officer

and others.

… **RESPONDENTS**

ORDER:

The petitioner had obtained a term loan of Rs.12,50,000/- from the third respondent-Mahaveer Cooperative Urban Bank Limited, agreeing to repay the same in 60 monthly installments of Rs.31,800/- each. But, as he failed to repay the same, proceedings under Section 71(1) of the Andhra Pradesh Cooperative Societies Act, 1964 (for short "the Act"), were initiated and consequently, the petitioner's property bearing No.1998, 1998/1, 1998/2 (old) corresponding to new Nos.4-1-421, 422, and 423 situated at Troop Bazar, Hyderabad, which is worth more than Rs.50 lakhs and more, was attached. Subsequently, on 13.02.2004, the first respondent issued a notice for auction of the attached property to the petitioner. However, the said auction was waived as the petitioner paid some amounts to the Bank. Again the third respondent-Bank issued a notice fixing the date of auction of the above property as 12.08.2004, without affording any opportunity to the petitioner and without mentioning actual amount due by the petitioner. The grievance of the petitioner is

that even though the amount due to the respondent-Bank is only Rs.12 lakhs, his property worth more than Rs.50 lakhs is sought to be auctioned by the respondent-Bank. Assailing the same, the present writ petition is filed.

A detailed counter-affidavit has been filed on behalf of the respondents stating that as the petitioner failed to pay the outstanding loan amount, the second respondent attached the property. Thereafter the first respondent issued the certificate under Section 71(1) of the Act and in pursuance of the same, the second respondent issued the impugned notice after giving reasonable opportunity to the petitioner for repayment of the loan amount.

The only ground for challenging the impugned sale notice in E.P.No.306 of 2003-G is that the amount mentioned in the said notice is incorrect and defective and did not reflect the correct figures. The petitioner has not placed any material to show that the figures mentioned in the said notice are incorrect and defective. Despite giving an opportunity for payment of the said amount, the petitioner has not availed the same. The petitioner is indulging in speculation. The writ petition is devoid of merits and the same is liable to be dismissed.

Accordingly, the writ petition is dismissed. No costs.

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26.09.2005

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